



LEROY D. BACA, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**



March 3, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NO. 9 TO EXTEND AGREEMENT NO. 71792  
FOR DATA PROCESSING CONSULTANT SERVICES WITH NORMAN FOGEL  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman of the Board to sign Amendment No. 9 to Agreement No. 71792 with Norman Fogel for Data Processing Consultant Services to extend the term of the Agreement for two (2) years effective April 1, 2004, and thereafter, an option to extend for three (3) one-year periods and for another six (6) months in any increment for a total amendment cost not to exceed \$495,000, which increases the maximum Agreement amount from \$546,480 to \$1,041,480.
  - Adds standard County contract provisions that were adopted after your Board approved the original agreement.
2. Authorize the Sheriff, if it is in the best interest of the County, to exercise all extension options to the Agreement.
3. Approve an increase to Contractor's hourly rate from \$69 to \$75.

*A Tradition of Service*

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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The purpose of the recommended actions is to allow the current contractor, Norman Fogel to continue providing software maintenance and support for the computer-aided dispatch (CAD) subsystem of the Mobile Digital Communications System (MDCS). The MDCS functions as the command and control communication system for the Sheriff's Department's field operations.

#### **Implementation of Strategic Plan Goals**

The services provided by the Contractor support the County's Strategic Goals for Service Excellence. Specifically, the proposed Amendment will ensure the continued operation of the MDCS, which functions as the command and control communication system for the Department's field operations divisions.

### **FISCAL IMPACT/FINANCING**

The increase in the hourly rate and a reduction in the maximum number of hours per year will reduce the annual contract cost from \$99,360 to \$90,000 for the duration of this Agreement. Funding for the first year cost is included in the Sheriff's current operating budget. The Department will continue to include funding for this Agreement in future fiscal years.

The Contractor has not received any increases in his rate of compensation since this Agreement was executed in 1998. The increase in the hourly fee to \$75 represents an average hourly increase of 1.75 percent over the past five years.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The MDCS is a computer-aided dispatch system that interfaces with vehicular-based mobile data terminals, the 65 channel UHF radio system, the emergency 9-1-1 telephone system and with State and County law enforcement databases. The hardware configuration consists of a central host computer network using Hewlett Packard (HP) EXPAND connected with 18 Sheriff station computers located throughout Los Angeles County. The system is unique and was custom designed to meet the Department's specific requirements.

The Contractor, Norman Fogel, has been providing MDCS software maintenance and support services under this Agreement since October 1, 1998.

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The current MDCS is 14 years old and many parts required to maintain the hardware are no longer manufactured. Therefore, the Department is in the process of looking at a replacement system that will be part of the Sheriff's/Fire Department's Communications Merger Project. It is anticipated that this new system will be operational in five to six years. This Amendment does not include a provision for cost of living adjustments, and the \$75 per hour rate will be applicable throughout the duration of the Agreement. Under this Amendment, the Contractor will not be asked to perform services, which exceed the scope of work or contract amount.

The Contractor is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including the Safely Surrendered Baby Law.

The Jury Service requirement is not applicable to this Agreement, since the Contractor is a sole proprietor.

The Chief Information Officer has approved this Amendment. County Counsel has reviewed and approved this Amendment as to form.

#### **CONTRACTING PROCESS**

The Department released a Request for Information (RFI) in early 2003 to determine if there were firms or individuals in addition to the current Contractor that could provide the required specialized technical services. The RFI was sent to vendors who had responded to previous solicitations and to those who responded to the posting of the RFI on the County website. Three vendors, including Norman Fogel responded to the RFI. The Department and the Chief Information Office (CIO) evaluated the responses to the RFI and determined that with the exception of the current Contractor, the other two respondents did not meet the Department's requirements and would not be able to provide the necessary maintenance and support services for the MDCS.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Your Board's approval of Amendment No. 9 will ensure the continued operation of the Department's communications dispatch system to enable the field operations to perform legally mandated responsibilities.

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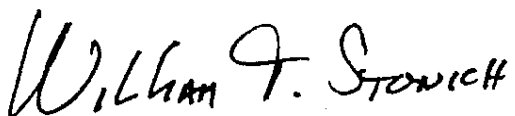
**CONCLUSION**

Upon approval by your Board, please return an adopted copy of this action and two original executed copies of this Amendment to the Sheriff's Department, Contracts Administration.

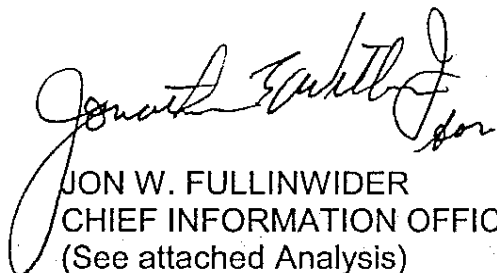
Respectfully submitted,

Reviewed by:

LEROY D. BACA, SHERIFF



WILLIAM T. STONICH  
UNDERSHERIFF



JON W. FULLINWIDER  
CHIEF INFORMATION OFFICER  
(See attached Analysis)

**COUNTY OF LOS ANGELES  
SHERIFF'S DEPARTMENT**

**AMENDMENT NO. 9 TO AGREEMENT NO. 71792  
FOR MOBILE DIGITAL COMMUNICATIONS SYSTEM  
DATA PROCESSING CONSULTANT SERVICES**

This Amendment Number 9 is entered by the County of Los Angeles (hereinafter "COUNTY") and Norman Fogel, a sole proprietor (hereinafter "CONTRACTOR") effective as of April 1, 2004, based on the following recitals:

- A. WHEREAS, on October 1, 1998 the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 71792 (hereinafter "Agreement") to provide Data Processing Consultant Services for the Computer Aided Dispatch (CAD) subsystem of the Mobile Digital Communications System (MDCS); and
- B. WHEREAS, this Agreement currently expires on March 31, 2004; and
- C. WHEREAS, COUNTY does not have the technical staff with the skills and expertise required to maintain the CAD subsystem; and
- D. WHEREAS, COUNTY and CONTRACTOR desire to extend the term of this Agreement to avoid interruption of services.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Agreement, the parties hereby agree that Agreement Number 71792 is amended as follows:

- 1. Section 3.0, Period of Performance is hereby amended to read as follows:

The term of this Agreement shall be extended for a period of two (2) years with the option to extend for three (3) one-year periods and thereafter for another six (6) months, in any increment, effective April 1, 2004. The SHERIFF shall have the authority to exercise all extension options.

- 2. Section 5.0, Price and Contract Sum is hereby amended to read as follows:

5.1 CONTRACTOR will invoice SHERIFF for actual consultant hours worked in each invoice period at the all inclusive rate of \$75.00 per hour, not to exceed 1,200 hours per year. The total Agreement amount for this Amendment only, including all extensions, shall not exceed \$495,000. There is no guarantee that the maximum amount of \$495,000 will be paid during the duration of this Agreement.

- 5.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.

Exhibit B, Price Sheet is amended to reflect the changes to Section 5.0.

3. Section 6.0, Invoices is hereby changed as follows:

Invoices shall be submitted to:

Peggy Sun  
Communication and Fleet Management Bureau  
1277 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (323) 267-2464

4. Sections 19.0, Indemnification and 20.0, Insurance are hereby amended in their entirety to read as follows:

19.0 Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement. CONTRACTOR shall not be obligated to indemnify for liability and expense arising solely from the active negligence of COUNTY.

20.0 General Insurance Requirements

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Agreement, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

- 20.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Los Angeles County Sheriff's Department  
Joe Cruz, Manager, Contracts Unit  
4700 Ramona Boulevard  
Monterey Park, California 91754

prior to commencing services under this Agreement. Such certificates or other evidence shall:

1. Clearly evidence all coverages required in this Agreement;
2. Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
3. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and
4. Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or require the CONTRACTOR to provide a bond guaranteeing payment of such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 20.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

- 20.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement. The COUNTY,

at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

20.4 Notification of Incidents, Claims, or Suits: CONTRACTOR shall report to the COUNTY:

1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
2. Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Agreement.
3. Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a County "Non-employee Injury Report" to the COUNTY's Project Manager.
4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to the CONTRACTOR under the terms of this Agreement.

20.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

20.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

1. The CONTRACTOR providing evidence of insurance covering the activities of subcontractors; or
2. The CONTRACTOR providing evidence submitted by



subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## 20.7 Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:
 

General aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
3. Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - policy limit	\$1 million
Disease - each employee	\$1 million

5. Section 37.0, Notices, is hereby changed as follows:

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

SHERIFF

Stephen J. Webb, Acting Captain  
Communication and Fleet Management Bureau  
1277 North Eastern Avenue  
Los Angeles, California 90063

6. Add the following sections to this Agreement:

**44.0 BUDGET REDUCTIONS**

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Agreements, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Agreement. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

**45.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM (Not applicable to this Agreement)**

**46.0 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

**46.1 Responsible Contractor**

A responsible Contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible Contractors.

**46.2 Chapter 2.202. of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information

concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding on any COUNTY Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the COUNTY.

#### **46.3 Non-responsible Contractor**

The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the COUNTY, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **46.4 Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the SHERIFF will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given the opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors

shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **46.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

#### **47.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and to provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **48.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the Contractor with the poster to be used.

#### **49.0 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.

#### **50.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify and provide to its employees, and shall

require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## **51.0 CHANGE NOTICES AND AMENDMENTS**

- 51.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by COUNTY's Project Manager.
- 51.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the CONTRACTOR and the Board of Supervisors.
- 5.1.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the CONTRACTOR and by COUNTY's Project Manager.
- 5.1.4 The Sheriff, at his sole discretion, authorize extensions of time as defined in Section 3.0, Period of Performance. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by the Sheriff.

Except as expressly provided in this Amendment Number 9, all provisions, terms and conditions shall remain the same and in full force and effect.

CONTRACTOR represents and warrants that the person executing this Amendment for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
AMENDMENT NO. 9 TO AGREEMENT 71792

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number 9 to the Agreement to be executed on its behalf by its duly authorized officer, effective April 1, 2004.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
VIOLET VARONA-LUKENS  
Executive Officer/Clerk  
Board of Supervisors

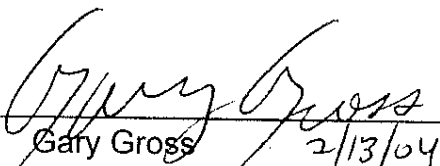
By: \_\_\_\_\_  
Deputy

CONTRACTOR

By:   
NORMAN FOGEL, A SOLE  
PROPRIETOR 2/17/04

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By:   
Gary Gross 2/13/04  
Senior Deputy County Counsel

## CIO ANALYSIS

### NORMAN FOGEL DATA PROCESSING CONSULTANT SERVICES FOR THE SHERIFF'S DEPARTMENT'S MOBILE DIGITAL COMMUNICATIONS SYSTEM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

**Contract Type:**

☐ New Contract ☒ Contract Amendment ☒ Contract Extension  
☐ Sole Source Contract ☐ ITSSMA Contract

New/Revised Contract Term: Base Term: 2 Yrs # of Option Yrs: 3.5 Yrs

**Contract Components:**

☐ Software ☐ Hardware ☐ Telecommunications  
☒ Professional Services ☒ Maintenance services ☐ Application Hosting

**Project Executive Sponsor:**

**Budget Information :**

Y-T-D Contract Expenditures	\$ 546,480
Requested Contract Amount	\$ 495,000
Aggregate Contract Amount	\$ 1,041,480

**Project Background:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated? The Sheriff's Department is mandated by law to provide countywide public safety radio communications and to provide computer aided dispatch of Officers.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? There is no subvention for this project

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? The contract amendment is consistent with the County's Strategic Plan Goal of Service and Workplace Excellence.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? The Department's Business Automation Plan has the contract amendment for the computer-aided dispatch (CAD) subsystem of the Mobile Digital Communications System software application that Norm Fogel maintains and

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		contains the Department's plans for the Mobile Digital Communications System replacement system that will be implemented in the next 5 to 6 years.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The project meets the Directions Document by conducting Government electronically.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? The mobile digital terminal computer hardware utilized in the Amendment has come to the end of its production life cycle and is no longer supported. The Sheriff's Department has initiated a project to acquire a new Mobile Digital Communications System as part of the joint Fire Department / Sheriff's Department / Office of Public Safety countywide radio system acquisition.

**Project/Contract Description:**

The Sheriff's Department is requesting your Board's approval of Agreement Amendment No. 9 to Agreement No. 71792 with Norman Fogel for Data Processing Consultant Services for a not to exceed cost of \$495,000. The proposed Amendment will extend the term of the Agreement for two (2) years with options for the Sheriff to extend for three (3) one-year periods and for another six (6) months in any increment. The Amendment also increases the maximum Agreement amount from \$546,480 to \$1,041,480.

**Project Background:**

The Mobile Digital Communications System (MDCS) is a computer-aided dispatch system that interfaces with the Sheriff's Department (Department) mobile data terminals residing with the Department's patrol cars, Department's UHF radio system, the emergency 911 telephone system and with State and County law enforcement databases.

The MDCS system was custom designed to meet the Department's specific requirements 14 years ago and many parts required to maintain the hardware are no longer manufactured. The Department is participating in developing the specifications for a MDCS replacement system that will be part of the joint Fire Department / Sheriff's Department / Office of Public Safety countywide radio system. It is anticipated that this new MDCS system will be operational in five to six years.

The Contractor, Norman Fogel, has been providing maintenance and support services for the computer-aided dispatch (CAD) subsystem of the MDCS software under this Agreement since October 1, 1998. In preparation for the contract's expiration, the Department issued a Request For Information to determine possible vendors for providing this MDCS software maintenance and support services. The only qualified vendor to meet the minimum requirements of operating a CAD system in a law enforcement environment as established by the Department is Norman Fogel. The Department is seeking your Board's approval to extend the existing contract until new MDCS system has been procured and is operational.



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**Project Justification/Benefits:**

The purpose of Amendment is to allow the current contractor, Norman Fogel to continue providing software maintenance and support for the computer-aided dispatch (CAD) subsystem of the Mobile Digital Communications System (MDCS) that provides communication and dispatch services for the Sheriff's Department. This contract will remain in effect until the Department has acquired a new MDCS as part of a new joint Fire Department / Sheriff's Department / Office of Public Safety countywide radio system.

**Project Metrics**

The Department has established operational metrics for the maintenance and support of the computer-aided dispatch (CAD) subsystem of the MDCS software. The Contractor has consistently met these operational goals for over 5 years and should do so in the future

**Impact If Proposal Is Not Approved**

The expiration of this contract will place the County at risk for the dispatch and coordination of the County's law enforcement patrol work force.

**Alternatives Considered:**

In preparation for the contract's expiration, the Department issued a Request For Information to determine possible vendors for providing this MDCS software maintenance and support services. The only qualified vendor to meet the minimum requirements of operating a CAD system in a law enforcement environment as established by the Department was Norman Fogel.

**Project Risks:**

The Contractor, Norman Fogel, has been providing maintenance and support services for the computer-aided dispatch (CAD) subsystem of the MDCS software under this Agreement since October 1, 1998. The Contractor has consistently met the operational goals of the Department for over 5 years and is expected to do so in the future. The risk in extending this contract is minimal. The real risk for the County is the dependence of the Department on one person to provide this maintenance and support service.

A secondary risk is the mobile digital terminal computer hardware utilized in the Amendment has come to the end of its production life cycle and is no longer supported. The Department has been buying used mobile digital terminals from police agencies throughout the United States to replace bad units in the Department's patrol cars. A risk exists for the County of not being able to find any more mobile digital terminals to replace these bad units.

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**Risk Mitigation Measures:**

The Sheriff's Department has initiated a project to acquire a new MDCS as part of the joint Fire Department / Sheriff's Department / Office of Public Safety countywide radio system acquisition.

**Financial Analysis:**

This Amendment will add an additional \$495,000 to the contract, increasing the maximum Agreement amount from \$546,480 to \$1,041,480. The Contractor has not received any increases in his rate of compensation since this Agreement was executed in 1998. The Amendment does have an increase in the hourly fee to \$75, which represents an average hourly increase of 1.75% per year. The increase in the hourly rate and a reduction in the maximum number of hours per year will reduce the annual contract cost from \$99,360 to \$90,000. This Amendment does not include a provision for future cost of living adjustments, and the \$75 per hour rate will remain applicable throughout the duration of the Agreement.

**CIO Concerns:**

Norm Fogel, a company of one person, is providing the software maintenance and support of the CAD subsystem of the MDCS software. This dependence on one person is a risk for the County.

Secondly, the mobile digital terminal computer hardware utilized in the Amendment has come to the end of its production life cycle and is no longer supported. The Department has been buying used mobile digital terminals from police agencies throughout the United States. The CIO concern is not finding any more mobile digital terminals to replace these bad units.

**CIO Recommendations:**

This Office recommends that the Department continue its search for backup sources of personnel to maintain and support the CAD software subsystem.

The Department must also continue to work with the Fire Department, the Office of Public Safety and the Internal Services Department to procure and install a new joint Fire Department / Sheriff's Department / Office of Public Safety countywide radio system, which includes a replacement for the existing MDCS system.

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My office supports and recommends the approval of this Amendment by your Board.

**CIO APPROVAL**

Date Received: 2-17-2004

Prepared by: James R. Hall

Date: 2-19-2004

Approved: Josh E. Smith

Date: 2/19/2004